



COUNTY OF SAN BERNARDINO

FAS

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	TRA	A	Contract Number	
County Department <b>Public Works – Transportation</b>			Dept. <b>TRA</b>	Orgn. <b>TRA</b>	Contractor's License No. <b>766005</b>		
County Department Contract Representative <b>Jerry Ivy, P.E., Chief</b>			Telephone <b>387-7920</b>		Total Contract Amount <b>\$183,308.12</b>		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code		Contract Start Date	Contract End Date	Original Amount <b>\$183,308.12</b>		This Amendment	
Fund <b>SAA</b>	Dept. <b>TRA</b>	Organization <b>TRA</b>	Appr. <b>200</b>	Obj/Rev Source <b>2445</b>	GRC/PROJ/JOB No. <b>15H13572</b>	Orig. Amount <b>\$183,308.12</b>	
Project Name <b><u>Golf Course Way and Others</u></b>			Estimated Payment Total by Fiscal Year				
Contract Type - 1			FY 03/04	Amount \$183,308.12	I/D I	FY	Amount I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Palm Canyon Contractors, Inc.

hereinafter called: Contractor

Address

P.O. Box 656

Yucaipa, CA 92399

Telephone

(909) 307-6101

Federal ID No. or Social Security No.

76-0719832

**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

ARTICLE I. That for and in consideration of payment and agreements hereinafter mentioned to be made and performed by the County, and under the conditions expressed in the two bonds hereunto annexed, Contractor agrees with the County, at his own proper cost and expense, to do all the work and to furnish all the materials necessary to construct and complete in a good, workmanlike and substantial manner, this project to the satisfaction of the Director of Public Works in accordance with the following:

Standard Specifications for the State of California, Department of Transportation, dated July 1992.

Special Provisions entitled: Special Provisions for Construction on Golf Course Way and Others Various Locations; Length: Various; Work Order: H13572 ; Area: Grass Valley Lake; Road No.: VARIOUS

ARTICLE II. Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until its acceptance by the County, and for all risks of every description connected with the work; also for expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

**Auditor / Controller – Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Project: **Golf Course Way & Others**W.O. #: **H13572**Limits: **Various Locations**

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
<b>Golf Course Road - Old Toll Rd N'ly/Grass Valley Rd</b>					
1	1.00	L.S.	Water Pollution Control Program (WPCP)	\$ 364.13	\$ 364.13
2	1.00	L.S.	Mobilization	\$ 588.20	\$ 588.20
3	1.00	L.S.	Traffic Control System	\$ 793.23	\$ 793.23
4	100.00	S.F.	Remove Traffic Stripe And Pav't Marking	\$ 3.36	\$ 336.00
5	1.00	L.S.	Finishing Roadway	\$ 440.31	\$ 440.31
6	1.00	L.S.	Crack Sealant and Pothole Repair	\$ 6,722.33	\$ 6,722.33
7	1,950.00	TON	Asphalt Concrete (Type A)	\$ 46.46	\$ 90,597.00
8	100.00	S.F.	Thermoplastic Pavement Marking	\$ 4.48	\$ 448.00
<b>Location Subtotal:</b>				<b>\$</b>	<b>100,289.20</b>
<b>Massive Road - Golf Course Rd N/Pioneer Rd</b>					
9	1.00	L.S.	Water Pollution Control Program (WPCP)	\$ 364.13	\$ 364.13
10	1.00	L.S.	Mobilization	\$ 588.20	\$ 588.20
11	1.00	L.S.	Traffic Control System	\$ 793.23	\$ 793.23
12	90.00	S.F.	Remove Traffic Stripe And Pav't Marking	\$ 3.36	\$ 302.40
13	1.00	L.S.	Finishing Roadway	\$ 440.31	\$ 440.31
14	1.00	L.S.	Crack Sealant and Pothole Repair	\$ 1,904.66	\$ 1,904.66
15	320.00	TON	Asphalt Concrete (Type A)	\$ 46.46	\$ 14,867.20
16	90.00	S.F.	Thermoplastic Pavement Marking	\$ 4.48	\$ 403.20
<b>Location Subtotal:</b>				<b>\$</b>	<b>19,663.33</b>
<b>Everest Road - End E&amp;N/Golf Course Rd</b>					
17	1.00	L.S.	Water Pollution Control Program (WPCP)	\$ 364.13	\$ 364.13
18	1.00	L.S.	Mobilization	\$ 196.07	\$ 196.07
19	1.00	L.S.	Traffic Control System	\$ 793.23	\$ 793.23
20	1.00	L.S.	Finishing Roadway	\$ 440.31	\$ 440.31
21	1.00	L.S.	Crack Sealant and Pothole Repair	\$ 1,904.66	\$ 1,904.66
22	410.00	TON	Asphalt Concrete (Type A)	\$ 46.46	\$ 19,048.60
<b>Location Subtotal:</b>				<b>\$</b>	<b>22,747.00</b>
<b>Golf Course Lane - Golf Course Rd E/0.03Mi E Golf Course Way</b>					
23	1.00	L.S.	Water Pollution Control Program (WPCP)	\$ 364.13	\$ 364.13
24	1.00	L.S.	Mobilization	\$ 196.07	\$ 196.07
25	1.00	L.S.	Traffic Control System	\$ 793.23	\$ 793.23
26	1.00	L.S.	Finishing Roadway	\$ 440.31	\$ 440.31
27	1.00	L.S.	Crack Sealant and Pothole Repair	\$ 504.17	\$ 504.17
28	135.00	TON	Asphalt Concrete (Type A)	\$ 46.46	\$ 6,272.10
<b>Location Subtotal:</b>				<b>\$</b>	<b>8,570.01</b>

Project: **Golf Course Way & Others**W.O. #: **H13572**Limits: **Various Locations**

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
<b>Golf Course Way - End N/Golf Course Ln</b>					
29	1.00	L.S.	Water Pollution Control Program (WPCP)	\$ 364.13	\$ 364.13
30	1.00	L.S.	Mobilization	\$ 196.07	\$ 196.07
31	1.00	L.S.	Traffic Control System	\$ 793.23	\$ 793.23
32	1.00	L.S.	Finishing Roadway	\$ 440.31	\$ 440.31
33	1.00	L.S.	Crack Sealant and Pothole Repair	\$ 616.21	\$ 616.21
34	165.00	TON	Asphalt Concrete (Type A)	\$ 46.46	\$ 7,665.90
<b>Location Subtotal:</b>				<b>\$</b>	<b>10,075.85</b>
<b>Huron Road - End N'ly/Golf Course Rd</b>					
35	1.00	L.S.	Water Pollution Control Program (WPCP)	\$ 364.13	\$ 364.13
36	1.00	L.S.	Mobilization	\$ 196.07	\$ 196.07
37	1.00	L.S.	Traffic Control System	\$ 793.23	\$ 793.23
38	1.00	L.S.	Finishing Roadway	\$ 440.31	\$ 440.31
39	1.00	L.S.	Crack Sealant and Pothole Repair	\$ 1,120.39	\$ 1,120.39
40	410.00	TON	Asphalt Concrete (Type A)	\$ 46.46	\$ 19,048.60
<b>Location Subtotal:</b>				<b>\$</b>	<b>21,962.73</b>
<b>CONTRACT TOTAL:</b>				<b>\$</b>	<b>183,308.12</b>

ARTICLE III. The County hereby promises and agrees with Contractor to employ, and does hereby employ, Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and thereby contracts to pay the same at the time, in the manner and upon conditions above set forth, and the said parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. Contractor may, upon written request and at their expense, deposit substitute securities found in Government Code Section 16430 as authorized by Public Contract Code Section 22300 in lieu of retention monies withheld to insure performance.

ARTICLE V. It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI. The Notice to Contractors of the Special Provisions with special attention to the Conflict of Interest, Former County Officials and prevailing wages is, by specific reference hereby, a part of this contract.

ARTICLE VII. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250 Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy and other applicable federal, state and COUNTY laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

ARTICLE VIII. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IX. By my signature hereunder, as Contractor, I certify that I am aware of the provisions and requirements of Sections 1777.5 and 1777.7 of the Labor Code relating to apprenticeship standards; and that I accept responsibility for compliance with the provisions of Section 1777.5 for all apprenticeable occupations pertaining to performance of work under this contract.

ARTICLE X. By my signature hereunder, as Contractor, I agree that County has the right to review, obtain and copy all records pertaining to performance of the contract. I agree to provide County with any relevant information requested and shall permit County access to company's premises upon reasonable notice for purposes on interviewing employees and inspecting records. I shall maintain all project records for at least three (3) years after final payment under the contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands.

COUNTY OF SAN BERNARDINO

Palm Canyon Contractors, Inc.

*(Print or type name of corporation, company, contractor, etc.)*

► \_\_\_\_\_  
Dennis Hansberger, Chairman, Board of Supervisors

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Title \_\_\_\_\_  
*(Print or Type)*

Clerk of the Board of Supervisors  
of the County of San Bernardino.

Dated: \_\_\_\_\_

By \_\_\_\_\_  
*Deputy*

Address P.O. Box 656  
Yucaipa, CA 92399

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

► \_\_\_\_\_  
County Counsel

► \_\_\_\_\_

► \_\_\_\_\_  
Department Head

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_